

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
Alexandria Division**

In re:	)	
	)	
EAGLE PROPERTIES AND	)	Bankruptcy Case
INVESTMENTS, LLC,	)	No. 23-10566-KHK
	)	Chapter 7
Debtor.	)	
<hr style="width: 50%; margin-left: 0;"/>		

**ORDER APPROVING SALE OF 3012 DUPONT AVENUE, BALTIMORE, MARYLAND**

UPON CONSIDERATION of the motion (Docket No. 582) (“Motion”) of H. Jason Gold, chapter 7 trustee (“Trustee”), to approve the sale of the property commonly known as 3012 Dupont Avenue, Baltimore, Maryland (“Property”); and it appearing that proper and adequate notice of the Motion has been given and that no further notice is necessary; and it appearing that the proposed sale is in the best interest of the estate and its creditors, and it further appearing that based upon the endorsement of counsel set forth below that Bala Jain, LLC has consented to the sale of the Property as set forth herein, free and clear of all liens, claims and interests, accordingly:

**IT IS HEREBY ORDERED THAT:**

1. The Motion is GRANTED.
2. The Trustee is authorized to sell the Property<sup>1</sup> to Dime & Penny, LLC (the

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<sup>1</sup> Having the following legal description:

All that lot of ground situate in the City of Baltimore, State of Maryland and described as follows, that is to say: Beginning for the same at an iron pipe on the North side of Dupont Avenue 287.3 feet Northeast from the intersection of the North side of Dupont Avenue and the curved line of the East side of Pimlico Road which road is 33 feet wide

“Purchaser”) for \$100,000 consistent with the sales contract attached to the Motion, with the following modifications:

- a. The 2024-2025 Real Estate Taxes shall be paid by Purchaser.
  - b. The Purchaser shall pay \$2,301.82 to Bala Jain, LLC at closing for payment of the 2023-2024 Real Estate Taxes.
  - c. The Trustee will not convey the security deposit to Purchaser at closing. The Purchaser shall assume the security deposit liability at closing.
  - d. The water escrow shall be paid by Buyer at closing.
3. The Trustee is authorized to pay the secured claim of Bala Jain, LLC at closing as set forth in the draft ALTA attached hereto as Exhibit A (“ALTA”), and the consent of Bala Jain is conditioned upon such receipt.
4. At closing, the Trustee shall receive, for the benefit of the estate the sum of \$3,000.00 representing his commission under Section 326 of the Bankruptcy Code plus \$5,000.00 as additional consideration for the bankruptcy estate free and clear of all liens, claims and interests.
5. The Trustee is authorized to pay a four and one half percent (4.5%) commission to his broker Century 21 New Millennium at closing for services rendered in representing the Trustee in connection with the sale.
6. The Trustee is authorized to pay all outstanding real estate taxes and other

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at that point running thence North 6 degrees East 120.83 feet to a cross mark on the concrete 6 inches South from the corner of a frame building and still North 6 degrees East 7.5 feet to the center of an alley 15 feet wide thence along the center of said alley with the use there of in common 83 degrees East 100 feet thence South degrees West 7.5 feet to an iron rod and thence still South 6 degrees West 120.83 feet to an iron rod on the North side of Dupont Avenue thence still South 6 degrees West 25 feet to the center of said avenue thence along the center of said avenue North 83 degrees West 100 feet thence North 6 degrees East 25 feet to the place of beginning.

The improvements thereon being known as 3012 Dupont Avenue, Baltimore MD 21215.

customary closing costs consistent with the ALTA.

7. The Trustee is authorized to request and receive all information concerning the liens and debt held by any secured creditor necessary to close on the sale including but not limited to the loan payoff balance, proof of lien perfection, hazard insurance coverage, escrow account balance and other information. Secured creditors are authorized and directed to promptly provide said information to the Trustee upon request of the Trustee, subject to the right of any secured creditor to oppose the request.

8. The Trustee shall turn over all rental income related to the Property to Bala Jain, LLC.

9. This Order may be recorded in the land records wherein the subject Property is located.

10. This Court retains jurisdiction with respect to any disputes regarding the Property following the sale.

11. This Order shall be effective immediately and shall not be subject to the stay provided in Federal Rule of Bankruptcy Procedure 6004(h) or any other applicable stay.

Dated: Sep 6 2024

/s/ Klinette H Kindred  
United States Bankruptcy Judge

PREPARED BY:

Entered On Docket: Sep 9 2024

NELSON MULLINS RILEY & SCARBOROUGH LLP  
101 Constitution Avenue, NW, Suite 900  
Washington, DC 20001  
Tel: (202) 689-2800  
Fax: (202) 689-2860  
Email: [dylan.trache@nelsonmullins.com](mailto:dylan.trache@nelsonmullins.com)

By: /s/ Dylan G. Trache  
Dylan G. Trache, Va. Bar No. 45939

*Counsel to the Chapter 7 Trustee*

SEEN:

ROGAN MILLER ZIMMERMAN, PLLC  
50 Catocin Circle, NE, Suite 300  
Leesburg, Virginia 20176  
Phone No. (703) 777-8850  
Fax No: (703) 777-8854  
E-mail: crogan@RMZLawFirm.com

BY: /s/Christopher L. Rogan (by DGT with authority)  
Christopher L. Rogan (Bar No. 30344)

*Attorneys for Bala Jain, LLC*

**CERTIFICATION PURSUANT TO LOCAL RULE 9022-1(C)**

I HEREBY CERTIFY that this Order has been endorsed by all necessary parties.

/s/ Dylan G. Trache  
Dylan G. Trache

**LIST OF PARTIES TO RECEIVE NOTICE OF ENTRY**  
**PURSUANT TO LOCAL RULE 9022-1**

Dylan G. Trache  
NELSON MULLINS RILEY & SCARBOROUGH LLP  
101 Constitution Avenue, NW, Suite 900  
Washington, DC 20001

Michael Freeman  
OFFICE OF THE UNITED STATES TRUSTEE  
1725 Duke Street, Suite 650  
Alexandria, Virginia 22314

Stephen Karbelk  
Team Leader, RealMarkets  
Century 21 New Millennium  
Century 21 Commercial New Millennium  
6629 Old Dominion Drive  
McLean, VA 22101

Christopher Rogan  
ROGAN MILLER ZIMMERMAN, PLLC  
50 Catoctin Circle, NE, Suite 300  
Leesburg, Virginia 20176

Dylan G. Trache, Va. Bar No. 45939  
NELSON MULLINS RILEY & SCARBOROUGH LLP  
101 Constitution Avenue, Suite 900  
Washington, DC 20001  
(202) 689-2800  
*Counsel to the Chapter 7 Trustee*  
4861-6655-0746 v.3 045429/09040 Documents DT1, 9/5/2024 1:29 PM

## **Exhibit A**

4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv Ins.	Case 23-10566-KHK Doc 633 Filed 09/09/24 Entered 09/09/24 16:01:10 Desc Main Document Page 7 of 9
C. Note: This form is furnished to give you a statement of actual settlement charges and net amount paid and the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.		
D. Name & Address of Borrower: Dime & Penny, LLC 2567 Chain Bridge Road Vienna, VA 22181	E. Name & Address of Seller: H. Jason Gold, Trustee of H. Jason Gold, Chapter 7 Trustee Not individually but solely in his capacity as the Chapter 7 Trustee in Bankruptcy In re: Eagle Properties and Investments LLC Bankruptcy Case No: 23-10566-KHK PO BOX 57359 Washington, DC 20037	F. Name & Address of Lender:
G. Property Location: 3012 Dupont Avenue Baltimore, MD 21215	H. Settlement Agent: Strategic National Title Group LLC  I. Settlement Date: 09/20/2024 Funding Date: 09/20/2024 Disbursement Date: 09/20/2024	
G. Property Location: 3012 Dupont Avenue Baltimore, MD 21215		I. Settlement Date: 09/20/2024 Funding Date: 09/20/2024 Disbursement Date: 09/20/2024

J. Summary of Borrower's Transaction

100. Gross Amount Due from Borrower	
101. Contract sales price	\$100,000.00
102. Personal property	
103. Settlement charges to borrower (line 1400)	\$6,481.31
104. Real Estate Tax refund 2023-2024	\$2,301.82
105.	
Adjustment for items paid by seller in advance	
106. City/Town Taxes	
107. County Taxes	
108. Assessments	
109.	
110.	
111.	
112.	
120. Gross Amount Due from Borrower	\$108,783.13
200. Amount Paid by or in Behalf of Borrower	
201. Deposit	\$5,000.00
202. Principal amount of new loan(s)	
203. Existing loan(s) taken subject to	
204.	
205.	
206.	
207.	
208.	
209. Security Deposit - Assumed by Buyer Outside of Closing	
Adjustments for items unpaid by seller	
210. City/Town Taxes	
211. County Taxes	
212. Assessments	
213.	
214.	
215.	
216.	
217.	
218.	
219.	
220. Total Paid by/for Borrower	\$5,000.00
300. Cash at Settlement from/to Borrower	
301. Gross amount due from borrower (line 120)	\$108,783.13
302. Less amounts paid by/for borrower (line 220)	\$5,000.00
303. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	\$103,783.13

K. Summary of Seller's Transaction

400. Gross Amount Due to Seller	
401. Contract sales price	\$100,000.00
402. Personal property	
403.	
404. Real Estate Tax refund 2023-2024	\$2,301.82
405.	
Adjustment for items paid by seller in advance	
406. City/Town Taxes	
407. County Taxes	
408. Assessments	
409.	
410.	
411.	
412.	
420. Gross Amount Due to Seller	\$102,301.82
500. Reductions in Amount Due to Seller	
501. Excess deposit (see instructions)	
502. Settlement charges to seller (line 1400)	\$14,150.00
503. Existing loan(s) taken subject to	
504. Payoff to Bala Jain, LLC	\$88,151.82
505. Payoff of Second Mortgage	
506.	
507.	
508.	
509. Security Deposit - Assumed by Buyer Outside of Closing	
Adjustments for items unpaid by seller	
510. City/Town Taxes	
511. County Taxes	
512. Assessments	
513.	
514.	
515.	
516.	
517.	
518.	
519.	
520. Total Reduction Amount Due Seller	\$102,301.82
600. Cash at Settlement to/from Seller	
601. Gross amount due to seller (line 420)	\$102,301.82
602. Less reductions in amounts due seller (line 520)	\$102,301.82
603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller	

Section 5 of the Real Estate Settlement Procedures Act (RESPA) requires the following: • HUD must develop a Special Information Booklet to help persons borrowing money to finance the purchase of residential real estate to better understand the nature and costs of real estate settlement services; • Each lender must provide the booklet to all applicants from whom it receives or for whom it prepares a written application to borrow money to finance the purchase of residential real estate; • Lenders must prepare and distribute with the Booklet a Good Faith Estimate of the settlement costs that the borrower is likely to incur in connection with the settlement. These disclosures are mandatory.

Section 4(a) of RESPA mandates that HUD develop and prescribe this standard form to be used at the time of loan settlement to provide full disclosure of all charges imposed upon the borrower and seller. These are third party disclosures that are designed to provide the borrower with pertinent information during the settlement process in order to be a better shopper.

The Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

704.		
800. Items Payable in Connection with Loan		
801. Our original charge		
802. Your credit or charge (points) for the specific interest rate chosen		
803. Appraisal fee		
804. Credit report		
805. Tax service		
806. Flood certification		
807.		
808.		
809.		
810.		
900. Items Required by Lender to be Paid in Advance		
901. Daily interest charges from 09/20/2024 to 10/01/2024		
902. Mortgage insurance premium		
903. Homeowner's insurance		
904. Real Estate Taxes 2024-2025 to Baltimore City Treasurer's Office		
1000. Reserves Deposited with Lender		
1001. Initial deposit for your escrow account		
1002. Homeowner's insurance		
1003. Mortgage insurance		
1004. Property taxes		
1005.		
1006.		
1007. Aggregate Adjustment \$0.00		
1100. Title Charges		
1101. Settlement or closing fee to Strategic National Title Group LLC		
1102. Owner's title insurance to Stewart Title Guaranty Company	\$515.00	
1103. Lender's title insurance to Stewart Title Guaranty Company		
1104. Lender's title policy limit \$		
1105. Owner's title policy limit \$100,000.00		
1106. Title - Binder Prep Fee to Strategic National Title Group LLC	\$150.00	
1107. Title - Deed Prep Fee to Dhillon Law Firm	\$175.00	
1108. Title - e-Connect & e-Doc Storage Fee to Strategic National Title Group LLC	\$60.00	
1109. Title - Examination Fee to Strategic National Title Group LLC	\$225.00	
1110. Title - Overnight Fee to FedEx	\$65.00	
1111. Title - Processing Fee to Strategic National Title Group LLC		
1112. Title - Recording Fee to Strategic National Title Group LLC	\$20.00	
1113. Title - Release Procurement Fee to Strategic National Title Group LLC		
1114. Title - Search Abstract Fee to Nationwide Abstrax, LLC	\$195.00	
1115. Title - Settlement Fee to Strategic National Title Group LLC	\$350.00	\$150.00
1200. Government Recording and Transfer Charges		
1201. Recording fees: Deed \$60.00 Mortgage \$ Release \$ to Circuit Court for Baltimore City	\$60.00	
1202. City/County tax/stamps Deed \$1,500.00 Mortgage \$ to Director of Finance	\$750.00	\$750.00
1203. State tax/stamps Deed \$500.00 Mortgage \$ to Circuit Court for Baltimore City	\$250.00	\$250.00
1204. Recordation Tax - City (Deed) to Director of Finance	\$500.00	\$500.00
1300. Additional Settlement Charges		
1301. 2024-2025 RE Tax to Baltimore City Treasurer's Office	\$2,360.00	
1302. Bankruptcy Estate Payment		\$5,000.00
1303.		
1304. Trustee Commission		\$3,000.00
1305. Lien Certificate to SNTG fbo Clerk of the Circuit Court	\$56.31	
1306.		
1307. Water Escrow to Strategic National Title Group LLC	\$750.00	
1308.		
1309.		
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)	\$6,481.31	\$14,150.00

See signature addendum



The HUD-1 settlement statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement

Settlement Agent

Date